

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0001857
Requisition ID:	0000009541
Document Number:	RFX0000328
Replaces Contract:	New
Date Mailed:	November 16, 2012
Closing Date:	December 21, 2012, 2:00 PM
Procurement Officer:	Tami Sherley Telephone: 785-296-3122 E-Mail Address: tami.sherley@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Statewide IT Workforce Management and Service Desk Ticketing System
Agency:	17300 Office of Information Technology Services
Period of Contract:	Date of Award through October 31, 2017 (with the option to renew for an additional five (5) years)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of a Statewide IT Workforce Management and Service Desk Ticketing System for the Office of Information Technology Services (OITS) during the contract period referenced above.

Event Number EVT0001857 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/Rfq/>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

SIGNATURE SHEET**Item:** Statewide IT Workforce Management and Service Desk Ticketing System**Agency:** Office of Information Technology (OITS)**Closing Date:** December 21, 2012

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

Tax Number_____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. **DO NOT** enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Procurement and Contracts at a later date.

E-Mail _____

Signature_____ Date_____

Typed Name _____ Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail_____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Procurement and Contracts, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by the Procurement and Contracts in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at the Procurement and Contracts prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise the Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Procurement and Contracts reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Procurement and Contracts

800 Jackson Street, Ste.600

Topeka, KS 66612 1286

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from the Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Procurement and Contracts

Attention: Bid Results/Copies

800 Jackson Street, Ste.600

Topeka, KS 66612 1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". The Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and four (4) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and four (4) copies of the cost proposal including the signed Event Details document,
- Two (2) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Procurement and Contracts

Bid Event ID: EVT0001857

Closing Date: December 21, 2012

800 Jackson Street, Ste.600

Topeka, KS 66612 1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;

- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services.

2.8. References:

Provide three (3) references who have purchased similar items or services from the bidder in the last three (3) year(s). References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

2.9. Procurement Card (P-Card):

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

2.10. Political Subdivisions:

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by the Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

3. TERMS AND CONDITIONS

3.1. Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2. Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3. Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4. Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts

800 Jackson Street, Ste.600

Topeka, Kansas 66612-1286

RE: Bid Event ID Number _____

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5. Termination for Cause:

The Director of Procurement and Contracts may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or

- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Procurement and Contracts shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Procurement and Contracts shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6. Termination for Convenience:

The Director of Procurement and Contracts may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Procurement and Contracts shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Procurement and Contracts elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7. Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.8. Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.9. Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.10. Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.11. Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.12. Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.13. Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Procurement and Contracts.

3.14. Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.15. Confidentiality:

A. Access. Contractor will have access to Confidential Information and private or confidential data maintained by the State, to the extent necessary to carry out Contractor's responsibilities. Contractor agrees that all Confidential Information shall be and shall remain the sole property of the State and Contractor holds any such Confidential Information in trust and confidence for the State. This Confidential Information and data includes, but is not limited to, security arrangements, personal financial information, information regarding undercover law enforcement agents, social security numbers, students & student employees, and medical providers and/or their recipients. Contractor also agrees to the following:

1. All the information and data (including individual or other information identified by the State) of the State shall be considered confidential and private. All electronic data shall be secured through encryption or other comparable security measure.
2. Contractor agrees that it and its employees will not, during the performance of or after the termination of this Agreement, disseminate or disclose at any time to any person, firm, corporation, or other entity, or use for its own business or benefit any information or data (including but not limited to use of names, home addresses, phone numbers of employees or

citizens; or any other information obtained about employees, citizens, or vendors) obtained by it while in the performance of this Agreement.

3. Contractor shall not remove Confidential Information from State's site without State's prior written approval. Notwithstanding the foregoing, email and similar communications contained on Contractor laptops shall not be considered Confidential Information and approval is granted, subject to compliance with applicable security policies, for Contractor laptops to be removed from the State's site.
 4. Contractor shall limit access to Confidential Information solely to staff of Contractor who have a business need to know for purposes of fulfilling Contractor's obligations under this Agreement. Any staff, individual or entity assigned to work for Contractor under this Agreement shall separately sign a non-disclosure agreement(s) and be bound by the requirements of this Article and any Kansas Department of Administration computer security policy and user agreement, which shall be incorporated by reference herein.
 5. Contractor agrees to comply and shall be fully responsible for providing adequate supervision and training to its agents and employees to ensure Contractor's (and subcontractors of Contractor) compliance with all applicable State and Federal Acts regarding confidentiality and the Kansas Open Records Act, K.S.A. 45-215 *et seq.*
- B. Return. Upon termination or expiration of this Agreement, or at the State's request, Contractor and each of the persons and entities working for the Contractor, including any subcontractors, shall promptly destroy or return to the State all Confidential Information, including all data, information electronic, written, or descriptive materials or any related matter of any type, including but not limited to drawings, blueprints, descriptions, or other papers or documents which contain any such Confidential Information and shall not make, retain or distribute any copies thereof.
- C. Press Releases, Public Statements, and/or Communications. Contractor agrees that no public statement, release, or communication acknowledging or implying that the State is a customer of Contractor is allowed under this Agreement. Any approval by the State for such public statement, release, or communication shall only be provided in writing by State to Contractor's contact for receiving Notice as described in this Agreement. The State may refuse such a request for any reason.
- D. Contractor's Confidential Information. The State will ensure that Contractor's properly marked and designated "confidential information", or information that should by its nature be obviously understood to be confidential, including without limitation social security numbers and personal private information, is not disclosed to others except as required by the Kansas Open Records Act. Contractor acknowledges and agrees that the State may be required to disclose certain information of Contractor pursuant to the Kansas Open Records Act.
- E. Failure to Secure Confidential Information. Contractor shall develop and maintain a security plan for the Project pursuant to its internal Client Data Protection Policies. Such plan shall be subject to review and approval by the State. Upon approval, Contractor shall implement and comply with such plan to secure and protect all personal and private information or personal health information. Contractor shall hold State harmless and indemnify the State for expenses or damages, of any kind, incurred or suffered by the State as a result of any failure by Contractor to comply with such plan. Contractor shall notify the State of any loss or breach of confidential information or data within twenty-four (24) hours of such knowledge. Contractor shall also be responsible and liable for any and all damages to individuals due to such breaches. In the event of any failure to comply with the security plan in which the Confidential Information of one or more individuals is lost, compromised, or is potentially compromised, Contractor shall be responsible and pay for any and all damages, expenses, and costs (including but not limited to lost wages and efforts spent to defend or correct

against identity theft) caused to the State or any individual for the disclosure of any Confidential Information. In the event of such breach, Contractor shall provide notice to the State and affected individuals of such disclosure and shall also offer free of charge to affected individuals and the State, identity theft protection insurance for a period of up to two (2) years up to an aggregate cap of one million dollars (\$1,000,000). Such identity theft protection insurance shall be the sole and exclusive remedy against Contractor with respect to a breach under this provision. These terms shall also apply to any third-party vendors or subcontractors.

3.16. Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.17. Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.18. Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.19. Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.20. Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.21. Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

3.22. Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.23. Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.24. Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.25. Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.26. Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.27. Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.28. Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.29. Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.30. Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA-146a) are incorporated by reference and made a part of this contract.

3.31. Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.32. Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.33. Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form <http://da.ks.gov/purch/CertificationImmigrationForm.doc> with the technical proposal.

3.34. Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.35. Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.36. Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.37. Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.38. Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.39. Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under “Purchasing Forms.”

3.40. Performance Incentives:

The following are areas where Contractor guarantees performance. Failure to meet the required performance standards or guarantees will result in the Contractor being assessed and responsible for performance guarantee amounts as listed in this Section 3.40.

Contractor shall be responsible for self-reporting the performance failures set forth in subsections A through D below and timely submitting liquidated damages amounts due to the State. Contractor shall establish and maintain a system to monitor and report these performance failures. Contractor will submit a measurement report to the State ten (10) business days after the end of each calendar month, unless otherwise waived by the State. The measurement report shall be in a format mutually agreed upon by the State and Contractor. The measuring period for the purpose of considering and calculating performance guarantees shall be on a monthly basis, unless otherwise indicated. Contractor shall work with State in good faith to provide additional information reasonably requested by State for evaluation of liquidated damages. Liquidated damages shall only be due from Contractor under this Section 3.41 if the failure was solely and directly caused by acts or omissions of Contractor and/or Contractor’s subcontractor, and not caused directly or indirectly in whole or in part by any act(s) or omission(s) of the State, third parties (excepting Contractor’s subcontractors), Force Majeure events, or other events beyond Contractor’s reasonable control. The time deadlines associated with the identified Milestones set forth below are intended to conform to the Project Plan. If the Project Plan changes, then such date changes will be deemed incorporated into this Section as applicable. The parties intend the liquidated damages amounts stated in this Section 3.41 to compensate, and not punish for, a breach of the conditions indicated below:

A. Contractor’s Project Director shall not be reassigned without the State’s prior written approval, such approval or disapproval to be given by the State to Contractor within five (5) business days of Contractor’s request. . For purposes of this Section, State’s disapproval of Contractor’s request for reassignment of its personnel shall be based on criteria related to Contractor’s fulfillment of its Contract obligations. Contractor agrees and shall pay the State \$25,000 per occurrence for failure to secure the State’s prior written approval for reassignment of Contractor’s Project Director; provided, however, that the State has timely responded to Contractor’s request for approval.

B. All other Contractor Key Staff personnel shall not be reassigned without the State’s prior written approval, such approval or disapproval to be given by the State to Contractor within two (2) business days of Contractor’s request. For purposes of this Section, State’s disapproval of Contractor’s request for reassignment of its personnel shall be based on criteria related to Contractor’s fulfillment of its Contract obligations. Contractor agrees and shall pay the State \$10,000 per occurrence for failure to secure the State’s prior written approval for reassignment of Contractor’s key staff personnel; provided, however, that the State has timely responded to Contractor’s request for approval.

C. Upon receipt by Contractor of a Legislative Request pertaining to the Contractor’s responsibilities under the SOW, Contractor shall, within two (2) business days, either prove completion of the task, demonstrate substantial progress toward completion of the task, or provide a written justification for the delay, and establish the timeframe by which the request will be completed. Contractor agrees and shall pay \$2,000 per each business day to the State for Contractor’s failure to respond timely to a Legislative Request and provide the information as requested herein. There shall be a total dollar cap on subsection B liquidated damages of \$10,000 per Legislative Request. Assessment of liquidated damages shall not relieve Contractor of a duty to respond to the Legislative Request.

D. For failure of Contractor to timely deliver any of the Critical Milestones, Contractor agrees and shall pay the State \$5,000.00 per each day beyond this date for the failure. The liquidated damages for each failure to timely deliver shall be limited to twenty (20) business days.

If Contractor fails to meet one of the above-mentioned proposed standards set out in subparagraphs (A) through (D), the State may elect to assess the performance guarantee if the failure(s) meets the criteria for Contractor liability set above. If the State makes the election to assess liquidated damages, such assessment will be the sole remedy available to the State for such failure and shall be in lieu of any other damages, if the standard is corrected within thirty (30) days. Payment of liquidated damages, however, shall not relieve Contractor of its obligations to remedy a material breach of this Contract's terms, and upon Contractor's receipt of written notice of such breach from the State, the Contractor shall be given thirty (30) days to cure such breach, or commence cure if the breach is not capable of cure within thirty (30) days, and if Contractor fails to take reasonable steps to either cure or commence cure (as applicable) within thirty (30) days, the State has the option of (i) extending the time for cure or commencement of cure or (ii) terminating this Contract upon written notice to Contractor. In the event of termination of the Contract for material breach of its terms, any liquidated damages already paid by Contractor to the State will be subtracted from any actual and direct Contract termination damages incurred and claimed by the State.

Contractor has thirty (30) calendar days from receipt of the State's written notice of assessment of liquidated damages to dispute in writing any liquidated damages amounts assessed by the State under this Section 4.61. All undisputed liquidated damages are due within forty-five (45) calendar days after 3M's receipt of the State's written assessment. The State will respond to any dispute within thirty (30) calendar days of its receipt of Contractor's written notice of the dispute. In the event the State agrees with any dispute brought by Contractor under this Section 4.61, the assessment of any liquidated damages disputed amounts will be withdrawn by the State.

The State may agree to substitute service credits for liquidated damage amounts to be paid.

3.41. Key Personnel:

Personnel whose names and resumes are submitted in the Vendor's proposal shall not be removed from this project without prior approval of Agency. Substitute or additional personnel shall not be used for this project until a resume is received and approved by Agency.

During the course of the Contract or during performance of a Task Order issued under the Contract, the Agency reserves the right to approve or disapprove Contractor's and any subcontractor's staff assigned to perform work under the Contract or a Task Order created under the Contract and to approve or disapprove any proposed changes to that staff. During the course of this Contract or during performance of a Task Order issued pursuant to this Contract, the Contractor reserves the right to approve or disapprove Agency staff assigned to perform work under the terms the Contract or a Task Order issued under this Contract, and to approve or disapprove any proposed changes to that staff. Such approvals shall not be unreasonably withheld. The Contractor shall, on written request made by the Agency, provide a resume of any member of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract or any Task Order issued under this Contract. Contractor agrees to supply this information and other such personal information as may be required by the Agency and the K.B.I. (including a full set of fingerprint impressions) to perform background checks and investigations as they may require. Agency agrees to supply resume' information to Contractor so that Contractor may properly manage time schedules, and identify appropriate personnel skill levels, costs, and performance under the Contract or a Task Order issued under the Contract.

On the written request of the Agency or Contractor, any employee of one party who, in the opinion of the another party, is unacceptable shall be removed from the Contract or Task Order staff. Such removal

request shall not be made without substantial reason and rationale, which reason or rationale must be provided to the other party in writing. No party shall be required to remove any personnel if the reason for such removal is deemed inappropriate by such party. In the event that any employee is removed, the party that is obligated to remove its personnel shall fill the vacancy with an acceptable replacement in a manner that does not adversely impact this Contract or the performance of a Task Order issued under this Contract. Replacement personnel shall possess equal or greater relevant abilities and qualifications to those previously approved by the other party. This section shall not apply to any employee who dies, becomes disabled, or terminates employment with his/her employer.

Any disputed request for replacement of staff shall be in writing and delivered to the party to whom the request is directed. Upon the receipt of such a request, the party receiving the request of personnel removal shall schedule a face-to-face meeting with Contractor and the Agency at a location to be determined by the Agency in order to resolve the dispute in a mutually satisfactory manner. This meeting must take place within ten (10) working days after service of the written statement of dispute. During the pendency of negotiations, the parties shall act in good faith to perform their respective duties, including payment for Deliverables accepted under the QARP process as described within the Contract or a Task Order issued under the Contract. Replacement of staff will also be in accordance with the task order and phasing of staff personnel.

Any dispute that is not disposed of as described above, or by agreement among the Agency and Contractor, shall be referred, within twenty (20) working days after the service of the written statement of dispute, to the state of Kansas Director of the Procurement and Contracts of the Department of Administration, who shall meet with parties as soon as possible to resolve the dispute. If the dispute is not resolved, within ten (10) working days after such a meeting, the state of Kansas Director of the Procurement and Contracts of the Department of Administration shall provide a written statement of the position of the state of Kansas to Contractor. The decision of the Director of the Procurement and Contracts of the Department of Administration of the state of Kansas shall be final and conclusive as to the position of state of Kansas, and thereafter the parties may seek additional remedies provided by law.

3.42. Acceptance of Deliverables:

Contractor shall complete all Deliverables and perform all Services in conformance with the terms of this Agreement. State will accept all Deliverables and Services according to the Quality Assurance Review Process (QARP) described below. This process shall apply to any acceptance and payment process and criteria specifically designed for this Agreement or a Task Order created under this Agreement. State will notify Contractor of any deficiency of any Deliverable found during the performance of this Agreement, and Contractor shall have the opportunity to cure such deficiency or errors in accordance with the process herein.

Deliverable Expectations Document. Prior to starting development of each Deliverable or Service, the parties shall mutually agree on the acceptance criteria that will be used for each Deliverable, and a Deliverable Expectations Document (“DED”) which shall be the specification for each Deliverable or Service. The Agency shall have five (5) business days to review and approve the DED. The Contractor is responsible for ensuring that the the DED is signed by the Agency’s authorized designee and the Contractor’s authorized designee prior to initiating development of the Deliverable or Service.

Contractor’s Completed Deliverable or Service. After the Contractor has completed a Deliverable or Service under this Agreement, or a Task Order created under this Agreement, the Contractor shall submit to the Agency authorized designee for approval such completed Service or Deliverable along with: 1) the Deliverable/Service Acceptance Form (attached below), and 2) a signed copy of the agreed upon DED. Unless otherwise specified and agreed to, Contractor shall submit three(3) paper hardcopies (if the Deliverable is a document) and one (1) copy in editable electronic format in mutually agreed upon media.

State's Receipt of Completed Deliverable or Service. The Agency authorized designee shall have up to ten (10) or otherwise mutually agreed to number of working days following his/her receipt of each Deliverable or Service to complete the QARP, and return a completed Acceptance Form as described below. Deliverables received after 8:00 A.M. will be considered delivered the next working day.

Acceptance. Upon the verification that the Deliverable is or is not in conformity with the DED, the State shall complete an Acceptance Form which provides the State the opportunity to:

(a) Accept the Deliverable

(b) Reject the Deliverable.

Notice of Deficiency. If a Deliverable or any portion thereof, is unacceptable under the QARP, the Agency authorized designee shall notify Contractor in writing within ten (10) or otherwise mutually agreed to number of working days of his/her receipt of a Deliverable from Contractor. State shall return the Acceptance Form and such writing shall set forth with particularity and specificity the reason for rejection of the Deliverable.

Cure Period. Within ten (10) or otherwise mutually agreed to number of working days from the date of Contractor's receipt of written notification of rejection of a Deliverable, Contractor shall correct the deficiency or deficiencies and bring the Deliverable into compliance with the DED ("cure period"). In all cases, Contractor shall timely and diligently pursue a cure for any deficiencies, and shall take all reasonable steps, including allocating additional resources if necessary, to timely cure a deficiency as promptly as practicable. Should rejection of the Deliverable impact the content of other non-completed Deliverables, the Contractor and the Agency authorized designee must determine a mutually agreed to number of days for re-submission that minimizes the overall impact to the Project. However, nothing herein shall affect, alter or relieve Contractor of its obligations to correct deficiencies or errors in the project in accordance with any time response standards set forth in this Agreement.

Failure to Correct Deficiency. If Contractor fails to correct such deficiency or deficiencies in accordance with the cure period as agreed to by the parties, the Agency designee at his/her option may, without prejudice to any other remedy, 1) cure or make good any such deficiencies, including securing the services of third parties at Contractor's sole expense; and/or 2) require Contractor to suspend services hereunder immediately until the deficiency has been cured. As appropriate, a Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting or finishing such deficiencies, including the cost of additional services and third party services. A Change Order issued pursuant to a deficiency herein shall not require the Contractor's approval, and any additional cost shall be borne by the Contractor.

Resubmission of Deliverable. Once the Contractor has corrected a deficiency, Contractor shall re-submit the Deliverable to the Agency authorized designee for approval. Upon receipt of such Deliverable resubmitted for approval, the Agency authorized designee shall have up to five (5) or otherwise mutually agreed to number of working days to determine whether the deficiency specified in the rejection notice has been corrected. This subsequent review shall be limited to the original deficiencies and the portions of the Deliverable that were dependent on the deficiencies.

3.43. Project Management Methodology:

The State of Kansas has adopted a uniform Project Management Methodology for all Information Technology (IT) projects valued at \$250,000 or more. The methodology can be found at <http://oits.ks.gov/kito>. Kansas has enacted comprehensive statutes (K.S.A. 75-7203 et.seq.) dealing with the architecture, management, and oversight of IT activities statewide. The Information Technology

Executive Council (ITEC), implementing their oversight responsibilities under those statutes, has adopted ITEC Policy 2500, which can be found at <http://da.state.ks.us/kito>. That policy sets forth project reporting requirements.

The Contractor shall deliver to the agency all information regarding contractor performance necessary for the agency to meet its project reporting obligations under ITEC policies. Such information may include, but shall not be limited to:

- Work Breakdown Structure,
 - with summary level tasks, and
 - with individual tasks at less than or equal to 80 hours apiece.
- Estimated cost to completion data.
- Gantt charts,
 - with critical path identification, and
 - identifying milestones,
 - showing progress to date, with
 - identified start and finish dates for all tasks, and
 - correlated one-to-one with the Work Breakdown Structure.

When requested by the agency, the project reporting information shall be provided in compatible electronic form as well as printed output (the state uses Microsoft Project as its primary project management software package). Further, when requested by the agency, the project reporting information shall include state resources applicable to the project.

Larger or more complex projects, or projects encountering difficulties, may require additional data reports, or an increased reporting frequency. Such additional requirements shall be maintained and supported by the contractor, if required by the agency to meet requirements of the Kansas Information Technology Office or the Legislative Joint Committee on Information Technology.

3.44. Kansas Information Technology Architecture Compliance:

Policy at: <http://oits.ks.gov/kito/itec/Policies/itecitpolicy4010.htm>

All information technology initiatives and acquisitions will comply with the Kansas Information Technology Architecture.

Preferred compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA under the heading of "Target Architecture"; (B) an item is included in a general category listed under the heading "Target Architecture" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Target Architecture" in the KITA.

Compliance with the KITA is assured when: (A) an item is selected for purchase from a state contract listed in the KITA; (B) an item is included in a general category listed under the heading "Current Standard" or "Emerging Standard" in the KITA; (C) when the item conforms to a technical standard listed under the headings "Current Standard" or "Emerging Standard" in the KITA.

Compliance with the KITA is problematic when an item conforms to a technical standard or is included in a general category under the heading "Twilight Standard" in the KITA. Agencies should be prepared to provide justification for new acquisitions or initiatives that are proposed under this heading.

Vendors shall identify any products in their proposal which would be considered "problematic" under the above.

See: <http://oits.ks.gov/kito/cita/KITA.htm> for a copy of the current KITA version and more information about it.

3.45. Kansas Date Data Standard Compliance:

Policy at: <http://oits.ks.gov/kito/itec/Policies/itecitpolicy6200.htm>

The contractor warrants fault-free performance in the processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all goods and services delivered. Fault-free performance includes, but is not limited to, the manipulation of data with correct results when using dates prior to, through, and beyond January 1, 2000, and shall be transparent to the user.

Hardware and software products, individually and in combination, shall provide the correct system date and correct calculations which utilize or refer to the date data, without human intervention, including leap year calculations. Hardware and software products, individually and in combination, shall also provide correct results when moving forward or backward across the year 2000.

3.46. Americans with Disabilities Act Compliance:

Computer Hardware, Software, Other Technologies. All products and services provided or developed as part of fulfilling this contract shall conform to Section 508 of the Rehabilitation Act of 1973 and any amendments thereto, (29 U.S.C. & 794d), and its implementing Electronic and Information Technology Accessibility Standards (36 CFR § 1194). Section 508 requires that electronic and information technology is accessible to people with disabilities, including employees and members of the public. Information regarding accessibility under Section 508 is available: <http://www.section508.gov> , and a technical assistance document can be found at <http://www.access-board.gov/sec508/guide/> .

Web Development. Websites, web services, and web applications shall be accessible to and usable by individuals with disabilities. This means that any websites, web services, and/or web applications developed in the fulfillment of this contract—including but not limited to: ((a) any web-based training material, user documentation, reference material or other communications materials intended for public or internal use related to the work completed under this contract; and (b) any updates, new releases, versions, upgrades, improvements, bug fixes, patches, customizations, or other modifications to the above—shall comply with *Kansas Information Technology Policy 1210: State of Kansas Web Accessibility Requirements* (IT Policy 1210), IT Policy 1210 is located at <http://oits.ks.gov/kito/itec/Policies/itecitpolicy1210.htm> . For additional reference, supporting information for implementing IT Policy 1210 can be found at <http://oits.ks.gov/kpat/> .

Affirmation of Conformance. The contractor shall provide a description of conformance with the above mentioned specifications by means of a completed Voluntary Product Accessibility Template (VPAT) or other comparable document. (VPAT information is available at <http://www.itic.org/index.php?src=gendocs&ref=vpac&category=resources&submenu=Resources> .) A VPAT is only necessary when contractor is using pre-existing (off the shelf) software. This conformance claim becomes a contractual term between the contractor and the contracting state agency.

3.47. GIS Support:

All databases created in this work shall be compliant with existing GIS development standards and enterprise infrastructure to optimize spatial functionality and encoding for address data elements. The Kansas enterprise Geographic Information System (GIS) is based on Environmental Systems Research Institute (ESRI) technology. Kansas supports both internal and external web map service environments

and server-side web map development is an emerging trend in GIS development standards, along with higher utilization of centralized spatial database engine (SDE) and implementation of comprehensive geocoding and address standardization. The Kansas GIS infrastructure includes central file servers, central Oracle SDE spatial databases, concurrent desktop licenses for ArcGIS and extension products, along with GPS field data collection and data management tools for spatial databases. Kansas supports and implements the GIS Addressing Standard established by the Kansas GIS Policy Board. A copy of this standard is accessible from the Kansas GIS website link at: http://oits.ks.gov/kito/itec/documents/GIS_Addressing_Standard.pdf.

3.48. Task Order Provisions:

Task Orders are used in several state contracts as a means to engage contractors. Kansas has used them for more than a decade, and has significant experience in working with them. What follows is the implementing language to be inserted in this Contract to document the Task Order process.

1. Definitions

a. A Task Order is the mechanism by which a Customer and Contractor mutually agree upon the delivery of and payment for Services and Deliverables.

b. A Task Order Request is the description of an initially perceived problem, or the initially conceived desired result of implementation of a Task Order used to perform the Initial Analysis. The Task Order Request presented to the Contractor by the Customer shall provide the Contractor information on the following:

- Scope
- Description of tasks
- Technical environment
- Desired Deliverables
- Customer assets available to assist Contractor in completion of the Task Order
- Requested completion date

c. An Initial Analysis is the procedure by which the Contractor reviews a Task Order Request, reviews the present environment, and uses that information to determine the proposed cost to the Customer for Contractor to perform a Detailed Needs Assessment based on the Task Order Request. The Initial Analysis concludes with production and delivery of a Preliminary Response.

d. A Preliminary Response is the Contractor's documentation of an Initial Analysis prepared in response to a Task Order Request and which shall clearly identify costs and shall specify personnel resources to be allocated for execution of Task Orders. Any Initial Analysis performed by Contractor shall be at no cost to a Customer. The Preliminary Response will include at a minimum the following information:

- A list of tasks to be done
- A list of Deliverables proposed
- Start date for the Detailed Needs Assessment
- Finish date for the Detailed Needs Assessment
- Staffing resources for the Detailed Needs Assessment
- Total estimated hours to complete Detailed Needs Assessment
- Estimate of Customer assets and/or staff needed.

e. A Detailed Needs Assessment is the procedure by which the Contractor analyzes the desired result presented within the Task Order Request, together with the information gathered during the

Initial Analysis and information related to affected existing systems, and uses the information to derive potential work plans and their associated costs to complete the Task Order. Contractor shall provide the Customer with a written report produced from the information obtained and prepared during the Detailed Needs Assessment. This Detailed Needs Assessment report shall become a component of the Task Order. The written Detailed Needs Assessment report will include the following:

a copy of the related Task Order Request and Preliminary Response;

- a detailed analysis of the desired result, problem, or task;
- a detailed work plan to be used to complete the Task Order;
- a list of possible impact(s) the work plan may have on other Services or Deliverables to be or being provided by the Contractor, as well as possible impact(s) on affected manual and automated existing systems;
- the starting and completion time frames for start and completion of the work;
- total person hours to be expended by personnel classification, if applicable;
- the desired result to be achieved;
- the name of the Customer employee responsible for acceptance of the specific Deliverables, Services and payment of associated invoices;
- the precise, mutually agreed to cost to the Customer;
- the work plan or its reference to be followed during the Task Order performance;
- the payment schedule or its reference applicable to each Deliverable or Service;
- the estimated start date and completion date of the Task Order;
- the precise and specific criteria for acceptance of Deliverables and Services
- reference to appropriate Quality Assurance Review Processes (QARP) created by Customer and Contractor;
- a line providing for signatures of, and the date signed by the Contractor, the Contract Administrator and the Customer Project Director authorizing work under the Task Order; and
- a line provided for each parties' signature to indicate explicit acknowledgment, verifying that no terms regarding acceptance criteria, nor time for performance, nor the cost to the Customer, nor Services, nor Deliverables, nor the work plan may be changed or altered in any way without the agreement of all signatories to the Task Order.

2. Procedure: Issuance and Performance

Contractor may not decline a Task Order implementing a project or part of a project that was negotiated as part of the execution of this Contract. A pre-negotiated Task Order is a Task Order that was mutually agreed to during negotiations and that is listed in a Contract attachment or exhibit or described within the Contract.

Task Orders shall specify and include the following information, and shall follow the below-listed sequential procedure:

- a. The Customer's name, mailing address, physical address, telephone number, facsimile number and billing address. Also indicated within the Task Order shall be the name of the party responsible for acceptance of the Deliverables or Services provided under the Task Order, as well as the name of the party responsible for payment of invoices for accepted Deliverables or Services provided under the Task Order.

Unless explicitly indicated in writing within the Task Order, the party responsible for acceptance of the Services or Deliverables under the Task Order shall be the party responsible for payment of invoices for the accepted Services or Deliverables under a Task Order;

- b. The name of the Customer employee requesting the Task Order and the name(s) of any other person(s) who may be contacted during any phase of the performance of work related to the Task Order, to include the names of Customer employees involved with the implementation of the Task Order.
- c. A copy of the Task Order Request;
- d. A copy of the Preliminary Response by Contractor shall be provided to the Customer;
- e. A written, detailed directive from the Customer indicating the action to be taken in response to Contractor's Preliminary Response shall be delivered to the Contractor. This directive may direct Contractor to proceed with the next step of the Task Order (the Detailed Needs Assessment), direct the Contractor to not proceed with the Task Order, or indicate that different criteria shall be used to determine the desired results and then direct the Contractor to perform another Initial Analysis in line with the new criteria. Further, the Customer may accept or reject Contractor's proposed cost for the performance of a Detailed Needs Assessment, and cost negotiations may ensue;
- f. Prior to Contractor performing a Detailed Needs Assessment, the agreed upon price for such Detailed Needs Assessment shall be specified in writing within the Preliminary Response and agreed to by the parties to the Task Order as evidenced by the signatures of the Customer and the Contractor being affixed to the Preliminary Response portion of the Task Order;
- g. Contractor shall provide the Customer Project Director with a detailed, written report of the Detailed Needs Assessment that Contractor has performed as described within Section 1(d).

3. Task Order Pricing

- a. The price, Services, and Deliverables for any Task Orders negotiated by the Procurement Negotiating Committee and the Contractor in the execution of this Contract, shall not be more than the mutually agreed upon price, Services and Deliverables identified within this Contract and its Exhibits.
- b. Pricing, Deliverables, and Services established by a Task Order or a Task Order amendment shall not change throughout the completion of the Task Order, unless a Task Order amendment makes a cost or scope change.

4. Complex Task Orders

Larger or more involved Task Orders may require inclusion or use of additional management and oversight techniques. Examples of some of these are listed below, and shall be reasonably employed at Customer request in creation, implementation, and execution of a Task Order:

- Biweekly or weekly status reports
- Time sheets
- Project organization staffing chart
- Project notebook
- "Planning" or "progress" Gantt charts
- Critical Path Method (CPM) charts
- Program Evaluation and Review Technique (PERT) charts
- Data dictionaries
- Hardware Impact Analyses
- System schematics
- Hardware, software, communications environment description(s)
- Program narrative descriptions
- Results of user walk throughs

- Conversion plans, schedules
- Testing plans, schedules
- Training plans, schedules
- Installation plans, schedules
- Roll-out plans, schedules
- Security plans

5. Task Order Amendments

a. The terms for performance, the acceptance criteria, the start and completion date, any state of Kansas or other Customer system or procedure affected, and any increase or decrease of the cost relating to the scope of the Services and Deliverables to the Customer specified within a Task Order may be changed, altered, or amended only by creating and utilizing a Task Order Amendment. Such Task Order Amendments must be in writing, explicitly indicating with specificity the term or terms within the Task Order or most recent Task Order Amendment that are to be changed, altered, or amended. Task Order Amendments are cumulative and shall replace and include all prior Task Order Amendments and terms. Each Task Order Amendment must be approved and agreed to by the Customer Project Director, the Contract Administrator, and the Contractor. Evidence of such approval and agreement to the terms within the Task Order Amendment must be evidenced by the affixing of the signatures of each party to the Task Order to the Task Order Amendment. If a Task Order Amendment increases costs above any pricing set forth in the Contract, the Task Order Amendment shall be signed by the persons who executed the Contract.

b. If a Task Order is Amended pursuant to Section 1 above, the Amendment to the Task Order must be attached to the original Task Order and will become an integrated part of the Task Order.

3.49. Fixed Costs Final and Full:

All reasonable and necessary equipment, labor, software, and services to make this Project timely operational shall be included in the proposal and included in the fixed costs. The Contractor is responsible for all additional costs not included in the proposal and required to satisfactorily complete the scope of services requested and the State's requirements.

This Request is for a firm fixed price contract with payment(s) made only for defined and accepted deliverables.

Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity, and cash discounts.

Any price reductions available during the contract period shall be offered to the State of Kansas.

Failure to provide available price reductions may result in termination of the contract.

The State will not award or contract for any arrangement that uses estimates, "time and materials," or payments based on "progress" or elapsed time.

The exact payment per deliverable will be determined during negotiations.

3.50. Implied Requirements:

All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Furthermore, all

products and services required to make the vendor's proposal functional shall be identified in the vendor's proposal. If additional products or services are later found to be necessary to make the vendor's proposal functional, or to make the vendor's proposal compliant with the specifications, regardless of whether the additional needed products or services are identified as being necessary by the State or the vendor, such products or services shall be provided by the vendor at no charge to the State.

3.51. Indefinite Quantity Contract:

This Request is for an open-ended contract between a Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

3.52. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

3.53. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Procurement and Contracts, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.54. Experience:

All bidders must have continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

3.55. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.56. Unit Pricing:

Each item required by the bid must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

3.57. Upgrades:

Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

3.58. Shipping and F.O.B. Point:

Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this RFP without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

3.59. Charge Back Clause:

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

3.60. Demonstration Requirements:

A demonstration of the selected devices/equipment/solution for the using agencies may be required before final contract approval. The State of Kansas reserves the right to request said devices/equipment/solution fully configured/operational for testing, which shall be furnished at no expense to the State within ten (10) days after receipt of request. Devices/equipment will be returned at the bidder's expense if not consumed during the evaluation process.

3.61. Materials and Workmanship:

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or contractor fault.

3.62. Industry Standards:

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

3.63. Equipment:

All proposed equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

3.64. Acceptance:

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

3.65. Ownership:

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.66. Software Code and Intellectual Property Rights:

As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the State of Kansas. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software or software code and related intellectual property to the state entity for which it was developed.

All rights inherent to property ownership, such as, but not limited to copyrights, trademarks, and patents shall be vested solely with the State.

The work product ownership provisions of any subcontract or any Task Order issued under this Contract shall be substantially similar to the provisions of this section.

3.67. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.68. Inspection:

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

3.69. New Materials, Supplies or Equipment:

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

3.70. Bidder Contracts:

Bidders must include with their RFP response, a copy of any contracts, agreements, licenses, warranties, etc. that the bidder would propose to incorporate into the any contract generated from this Bid Event. (State of Kansas form DA-146a remains a mandatory requirement in all contracts.)

3.71. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.72. Award:

Award will be by line item or group total, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from Contractors to provide Statewide IT Workforce Management and Service Desk Ticketing System, per the attached specifications, for the Office of Information Technology Services.

To enable the State to determine the capabilities of a bidder to provide the supplies and/or perform the services specified in the RFP, the bidder shall respond to the following regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed.

4.1 SCOPE OF PROJECT

4.1.1 Introduction. The Kansas Office of Information Technology Services (OITS) provides shared IT services to state agencies in support of their business and customer needs. The services provided ensure that the state's information technology infrastructure is reliable, secure, and cost effective and meets the business requirements of state agencies and citizens. Included in those services are a variety of different help desk solutions. OITS directly supports 14 cabinet level agencies entire IT organization. Each with their own help desk staff and tool. OITS also serves as a central provider for network, data center, voice, and other services for all state government. These central office functions also provide help desk services, with their own staff and tools. OITS wishes to have one common tool for all help desk functions. In an effort to improve service delivery across the IT organization, OITS has adopted an IT Service Management (ITSM) framework based on the Information Technology Infrastructure Library (ITIL) V3 to develop and implement standard service management processes.

4.1.2 Current Environment. OITS currently has a wide variety of solutions used in the state to provide ITSM services. Processes will vary by the agency being supported. OITS has approximately 1000 employees, including 100 service desk staff members that rely on a tool daily to perform their duties and at least 500 OITS staff members involved in the incident and change management processes at various times. Since there is not a standard tool or process currently used to provide incident and change management the actual numbers are unknown. OITS customers include the 25,000 state employees of Kansas and many of their business partners.

4.2 GENERAL REQUIREMENTS

This RFP seeks a cloud-based ITSM Suite that is preconfigured to automate and integrate IT service management processes. The application must be centrally managed and provide a single web-based user and customer portal. The user and customer portal must be able to be "branded" for each state agency, and unique workflows for each agency must be able to be created. The application must provide for integration with OITS's multiple agency-based active directories to support user authentication and role-based privileges.

The application should require little or no customization to meet the state's requirements. Configuration needs should not require specialized technical knowledge and programming. The ITSM application selected will be considered the master data source for OITS's Service Management capability and must support multi-tenancy and have the ability to scale to a full enterprise deployment.

The Contractor shall provide professional services, training, and documentation necessary to design, configure, and implement their application to meet the requirements herein and as expressed in the successful proposal.

4.2.1 The Proposed Tool Shall Use ITIL-based frameworks for the following service area:

- Incident Management
- Change Management

- Service Asset and Configuration Management
- Request Fulfillment
- Problem Management
- Knowledge Management
- Service Level Management
- Service Catalog Management

4.3 SPECIFIC PROPOSAL REQUIREMENTS

The response format for Section 4.3 is comprised of a workbook of bid sheets, posted to the website with this RFP; bidder responses must reflect the capabilities of the services and product being proposed.

The workbook is made up of one (1) spreadsheet that is being used in order to facilitate a quicker response and evaluation process. The Excel spreadsheets are ready for bidders' input. Many of the cells in the spreadsheets are protected from change in order to provide a quicker and more controlled response for submitters. Altered or added worksheets will result in a non-compliant response and can result in elimination.

All costs from these items must be included in Section 5, Cost Proposal and submitted as described in Section 2.1 of this RFP.

4.3.1 ITSM Spreadsheet. Tab titled "Self-Assessed" itemizes various requirements of the product being proposed. We would like to know if the requirement is:

Functionality not provided (0): Not included in the proposed IT service desk tool.

Minimal Capabilities (1): The product has significant deficiencies in this area and offers minimal automation. Additional third party products, customization, or work-arounds can provide the functionality.

Somewhat Capable (2): The product provides the functionality in a limited way. No additional product, customization or work-around can provide the functionality

Capable (3): The product can meet capabilities through customization. Documentation and consulting resources are available to help design the desired solution.

Strong Capabilities (4): The product provides limited functionality but may require minimal customization.

Excellent Capabilities (5): The product provides full functionality from its own code base. No additional product, customization or work-around is required.

For the requirements that require configuration (4), customization (3), or that are supported via pre-integrated 3rd party functionality (1), you must describe the costs, level of effort, knowledge, licensing and support requirements. This information should be provided in an attachment that you will label as Bid Sheets – Additional Attachment.

All costs from these items must be included in Section 5, Cost Proposal and submitted as described in Section 2.1 of this RFP.

4.4 CORE CAPABILITIES

Please respond to each of the following questions.

All costs and licensing requirements from these items must be included in Section 5, Cost Proposal.

4.4.1 Process and Usability.

4.4.1.1 The proposed application shall support the rapid creation of incident reports and the resolution of these. Describe exactly how an incident record is created in the system, and what application approaches are used to encourage rapid resolution of open reports.

4.4.1.2 The tool must have the capability to handle a wide variety of service requests. Describe how service requests are handled. Also, service requests will need to be handled differently than incidents. Describe how service requests identified compared to incidents, for tracking, metrics, and reporting purposes?

4.4.1.3 The proposed application shall support complex routing of incidents between team and agencies. Describe the options that exist in your tool for routing of incidents. How are assignment group, queue, skills, availability, and other factors developed, managed, and utilized?

4.4.1.4 Describe how alerts and notifications are developed, managed, and utilized.

4.4.1.5 The tools shall have a simple, graphical enabled workflow solution. No development time should be needed to create workflows. Describe how workflows are developed, deployed, and managed in the application.

4.4.1.6 The proposed application shall have the capability to assign risk and severity. Describe how the proposed tool assists in the calculation of risk associated with a change.

4.4.1.7 OITS wishes to move into more mature change management in the future. The State wants this tool to help enhance the change management process for OITS. Describe how the workflow engine and workflow modeling tools would allow OITS to build appropriate checks and balances into its change management process.

4.4.1.8 OITS' central office currently uses RightAnswers as its knowledge management platform. Does your solution integrate with RightAnswers? If not, describe your solution to knowledge management. Include how it provides full knowledge lifecycle management, including submission, acceptance, editing, proofing, approval, publishing, review, and retirement.

4.4.1.9 The proposed application shall have rich out of the box reporting capabilities. These capabilities need to include reports that show an enterprise view to the executive branch CITO and also, please describe the tool's out of the box reporting capabilities. Include ad hoc report generation, queries, dashboard capabilities, graphical capabilities, report formats (.pdf, Word, Excel, etc.), and skills required to build and use reporting. Provide a list of reports included in the out of the box software.

4.4.1.10 Describe how the tool handles attachments to Incidents, problems, and change records. What formats? What size limitations? Attachments must follow record through workflow.

4.4.1.11 The application should have an intuitive user interface that follows commonly accepted graphical user interface (GUI) best practices and guidelines providing functions such as hotkeys, drag and drop features, reduced requirement for typing, and easy navigation. Describe how your solution addresses these items.

4.4.1.12 All State web based applications must comply with Section 508 regulations supporting American's With Disabilities Act (ADA) compliance. Please explain in detail how your solution is in compliance with Section 508 ADA compliance.

4.4.1.13 Describe how your solution updates the software knowledge base with new applications, upgrades to newer versions, and other changes that may affect software licenses and entitlements.

4.4.1.14 Describe out of the box integration with other applications to support ITAM processes (such as compliance, inventory, and discovery).

4.4.2 Failover.

4.4.2.1 This solution will be a critical application for Kansas. High availability is critical. Describe in detail the conceptual architecture for high availability and failover along with what physical components are affected. In regards to your Software as a Service offering what uptime guarantees does your solution provide. What has been your actual uptime in each of the past twelve (12) months? Are those numbers inclusive of scheduled maintenance windows?

4.4.2.2 Describe the impact to end users when a high availability failover event occurs.

4.4.2.3 Describe how the application can avoid loss of data and processing integrity when failing. Transactions not lost during system failure or failover.

4.4.3 Hardware, Software and Connectivity Requirements.

4.4.3.1 Is your tool dependent on any third party applications? If so, describe in detail. Provide all costs and licensing requirements in the cost licensing section.

4.4.3.2 List and describe the types of clients supported (web, mobile, terminal, thick). Include feature list and limitations.

4.4.3.3 Does each process require the installation of a software module? (i.e. Incident, Change, Knowledge, Service Request, ITAM, SAM) Explain your answers.

4.4.4 Integration.

4.4.4.1 The State of Kansas desires to have this solution integrate with an asset management tool in the future. The State does not want to be severely limited in our choices based upon the selection of a ITSM tool. Describe in detail the asset management tools your tool integrates with. Include interface, options for import and export of data.

4.4.4.2 Describe in detail how the tool integrates with other systems. Include Application Programming Interfaces (APIs), Web Services, Service-Oriented Architecture (SOA), and data connection technologies. List out of the box connectivity to other vendor solutions and those requiring customization.

4.4.4.3 Can your tool import and export text files, .csv files etc. for interfacing with other applications? Describe in detail the formats your tool supports.

4.4.4.4 The State currently has 14 different directory services running throughout the OITS agencies. These unique directory structures will need to seamlessly integrate into the ITSM tool. Describe in detail how your tool integrates with multiple Active Directory and other open LDAP services.

4.4.4.5 Kansas is moving forward to implement a private cloud. The service catalog used in the ITSM tool must integrate into an orchestration engine in the Kansas cloud. The State does not want to be severely limited in our choices based upon the selection of an ITSM tool. Describe in detail the cloud orchestration engines that your tool integrates with.

4.4.5 Tool Administration and Management.

4.4.5.1 The State is seeking an ITSM solution, with ITAM capabilities, that will facilitate in-house system administration, workflow development, process implementation, and hardware and software asset management. Describe the features that your tool offers that will enable OITS to provide ongoing administration, use and maturity of the tool, including user administration, process implementation/configuration, workflow development, notifications, reporting, and monitoring system performance.

4.4.5.2 What staff resources and skills will be required to properly manage, support, and mature the application after completion of the project? Estimates should be based on typical requirements for implementations similar to Kansas and should include number of staff, staff knowledge, and staff time that OITS will need to support the tool. Describe what specialized consulting, product, or technical resources are required.

4.4.5.3 Describe what software is available for administering your tool, and if the software is included or an add-on. Describe if this software is client/server, web based, etc.

4.4.5.4 Are certifications required to install and support the tool? If yes, list certification requirements and costs.

4.4.6 Upgrades.

4.4.6.1 Each agency will have different workflows that will require customizations of the standard workflows and need to be preserved through upgrades to the tool. Describe how customer customizations (and configurations) are preserved through tool upgrades.

4.4.6.2 Describe in detail your upgrade process. Include specifics on application availability during this process. How often are the upgrades?

4.4.6.3 Kansas desires to have upgrades to the ITSM tool that require no professional services or additional resources. Do your upgrades require any professional services? What is the level of effort required by the customer to do an upgrade? What tasks are the customers responsible for during an upgrade?

4.4.6.4 What key enhancements are planned for the product over the next 12 to 18 months (e.g., target release names/numbers and dates)?

4.4.7 Multi-Tenancy. The ITSM tool shall provide for agencies to have their own common look and feel in the application. Describe how the application being proposed supports multi-tenancy. Include how the application enforces data and processing integrity (within one and across multiple data stores and functional transactions), multiple users, used for various processes, various inputs into system.

4.4.8 Security.

4.4.8.1 Describe how user security is managed in the application. Include user roles, groups, administrators, etc. What is the process for user administration?

4.4.8.2 Describe how access to certain types of records and configuration information is limited to certain groups within the application. (Role-based access; security tickets; other agencies)

4.4.8.3 Describe how the application can avoid loss of data and processing integrity when failing.

4.4.8.4 Describe how the application enforces data and processing integrity when multiple users are using the same record or information (within one and across multiple data stores and functional transactions).

4.4.8.5 Describe how the data for the application is backed up and made available for restoration, including disaster recovery processes. Include information on the ability to restore the complete database or definable portions of the data.

4.5 IMPLEMENTATION PLAN

4.5.1 Phase 1 OITS Central Office Implementation. Implementation of the new ITSM tool will require transition from the State's current federated system and environment. Phase 1 of the implementation effort will be the transition of OITS Central Office's Incident and Problem Management processes and Self Service Helpdesk. OITS's objective is to complete Phase 1 within one (1) month of contract execution. The Contractor shall be expected to:

- Review OITS Central Office application configuration requirements for Incident Management, Problem Management, and the Self Service Helpdesk;
- Assist in the configuration of the application specific options including domains for self service setup, email services for inbound and outbound emails, application settings, global search settings, and self service settings.
- Review and populate foundation data including queues, staff, accounts, category tree, impact, urgency and priority matrix, statuses, incident and task templates
- Import people data
- Review out of the box reports
- Review staff setup, workflow rules, email alerts, email templates, CMDB, password management.
- Provide product mentoring for the ITSM tool
- Provide project management for the Phase 1 implementation

4.5.1.1 Phase 1 Work Plan. Provide a detailed work plan to convincingly demonstrate to the State what the bidder intends to do, the timeframes necessary to accomplish the work, contractor and State staffing requirements, contractor and State responsibilities and how the work will be accomplished to meet the requirements as described in this RFP. The plan should include:

- Scope of Work statement.
- Project schedule with key milestones.
- Roles and responsibilities of contractor and State staff.
- Detailed resource projections with job skills within each area of responsibility.
- Test and acceptance plans for each milestone.
- Anticipated interruptions in service.
- Data migration plan.
- Detailed knowledge transfer and training plan including description of training materials provided and staff training requirements.
- Outline of procedures to be followed during the implementation period.
- Point of contact and procedures for managing problems or issues during the implementation period.
- Communication plan.
- Risk mitigation plan and strategy.
- Contingency plan for failed implementation.
- Information technology requirements to include network resource requirements.
- Other matters the bidder deems important for a successful transition phase.

4.5.1.2 Phase 1 Testing and Acceptance. The solution shall be cutover on the agreed upon date. Cutover is defined as that time when the solution is installed, the operation is implemented in accordance with any specifications and the RFP response specifications, the solution is functional as specified, and the service is provided by the new solution. The Contractor's technicians shall be available during the cutover of the solution until such time as all concerned parties (the State and the contractor) are assured of reliable performance. The Contractor shall operationally test the solution prior to cutover at the State's premise. The completion of cutover

does not imply acceptance or completion of the solution. Acceptance will follow a successful test period.

4.5.1.3 Phase 1 Pre-Cutover Acceptance Test Plan. A pre-cutover acceptance testing plan (Pre-ATP) shall be developed and agreed upon by the Contractor and State. Testing shall include a measurable testing process for each functional and technical aspect of the specifications listed in the bidder's proposal response. Once accepted by the State, the testing plan will be used for testing the initial installation.

4.5.1.4 Phase 1 Post-Cutover Acceptance Test Plan. A final post-cutover acceptance-testing plan (Post-ATP) shall be developed and agreed upon by the Contractor and State. Final acceptance testing is expected to commence immediately upon solution cutover and proceed for 30 consecutive failure free days. If a priority one failure occurs during the final acceptance-testing period, the final acceptance-testing period will be stopped, and the failure(s) expediently fixed to the State's satisfaction. During this period of interruption, the solution must continue to operate with the greatest degree of reliability possible given the respective failure(s). The final acceptance-testing period of 30 consecutive failure free days will restart the day after corrections/repairs are effected, at the State's sole discretion.

4.5.2 Phase 2 OITS Agency Implementation. After successful completion of Phase 1, OITS will begin implementation of the ITSM tool to other agencies. These agencies will include Department of Administration, Adjutant General, Department of Agriculture, Department for Aging and Disability Services, Department of Commerce, Department of Corrections, Department of Health and Environment, Highway Patrol, Juvenile Justice Authority, Department of Labor, Department of Revenue, Department of Transportation, Department for Children and Families, and Department of Wildlife, Parks and Tourism.

4.5.2.1 Provide a high-level description of the tasks, roles, and requirements to implement each of these agencies into the application.

4.5.2.2 Provide a high-level description of how testing and acceptance is completed for each agency listed above.

4.6 TRAINING

4.6.1 Types, Options. The State expects that specific training will be needed for each type of user (tool admin, user admin, process admin, process users, workflow builders, etc.). For each phase of the project, provide an overview of the types of training required for all types of users, the duration of the training, the timing of the training, and who provides the training. Provide the options available for training, such as, online training, video training, train the trainer programs, etc.

4.6.2 Refresher, On-going. How is training provided for new hires and refresher training for existing users? Describe how on-going training will be provided to all users of the application and how training is kept current as changes and upgrades to the application occur.

4.6.3 Knowledge Transfer. Describe how you will facilitate knowledge transfer such that the State will become self sufficient in on-going administration, use, and growth of the application.

Describe the costs for all training and related materials. All costs for training in Phase 1 must be included in Section 5.

4.7 TECHNICAL SUPPORT

Describe in detail and provide a complete narrative of how a call for support is handled, the timeframes involved, etc. Is support available 24 hours a day 7 days a week? What availability and associated service levels do you provide during our standard hours of operation (7:00 am – 5:00 pm Mountain Time; Monday - Friday, less holidays observed by the State)? Describe in detail and provide a complete narrative of how you handle a priority request in an emergency situation.

4.7.1 Communication Facilities. Provide the Help Desk telephone number, e-mail addresses, and website addresses. Describe other mediums that could be used to request technical assistance. Describe if the help desk functions are located in the continental U.S. Further describe if fluent English will be the primary language of the Help Desk personnel.

4.7.2 Support Qualifications. Describe personnel qualifications and expertise that are offered. Provide information on relevant technician certifications and training highlighting software certifications

4.7.3 Reports. The State would expect to be able to receive scheduled reports about trouble tickets and service requests. Describe what type of report can be provided and what is included in the report, e.g. date, ticket open and close times, symptom, priority, escalation level, outage times, etc. The State requires that the reports provided be delivered to the State by email. Also address if this type of information can be provided on an ad hoc basis.

4.8 SOFTWARE UPGRADES AND SUPPORT

4.8.1 Software Upgrades. Describe in detail and provide a complete narrative of how you provide major software upgrades. Do you provide alternatives for major software upgrades? (i.e. do we have to subscribe to an on-going cost to obtain upgrades or can we purchase upgrades on an ad hoc basis?)

4.8.2 Support. Describe in detail and provide a complete narrative of your software support and the services offered, including how the latest software patches, to minor software updates, bug fixes, and any other enhancements are handled.

4.9 OTHER CONSIDERATIONS

What other advantages or considerations should the State be aware of as we consider the selection of the successful bidder?

5. COST SHEET

The State of Kansas understands that there are multiple different pricing models that exist for ITSM solutions. Some of the costs could be combined into a complete license; others are broken down into granular components. As a result, we want to provide respondents with enough flexibility in the cost proposal to explain their solution and the costs associated with it. When preparing your cost sheet please make sure that all costs for the requirements set out in Section 4 are included. These costs breakdown should include at a minimum:

- Set Up Costs
- Ongoing Licensing Cost
 - User
 - Self Service
 - Mobile
 - Other
- Phase I Implementation Costs
 - Configuration
 - Customization
 - Other
- Phase II Implementation Costs
 - Configuration
 - Customization
 - Other
- Upgrade Costs
- Training
- Additional Professional Services
- Technical Support
- Maintenance Fees

Specifically outline in your cost proposal if there are some categories listed above that are bundled together in your cost proposal and/or are not necessary.

The State of Kansas also wishes to have one predetermined cost for each incremental license. As outlined in Section 4, it is the State's intention to start initially with OITS central office employees that participate in incident and problem management along with a self-service portal. Other agencies will be added into the solution after that initial implementation. Because of differences of licensing models, the State of Kansas is unsure how many of its 1,000 cabinet level IT staff and 25,000 employees will need user or self-service licenses. Our requirement is that there is a set and consistent price for every user license and, if necessary, self-service license. The first license will cost the State the same amount as the last license purchased.

Where appropriate, include fully-loaded hourly rates (which shall remain firm over the life of the contract) for all labor categories involved in delivering the proposed solution(s).

After understanding the respondent's licensing model, the State of Kansas will be able to provide specific numbers of licensed users anticipated to be using the solution.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.